

1. TRANSMITTAL NUMBER: <u>0</u> <u>2</u> — <u>0</u> <u>2</u> <u>6</u>	2. STATE: Iowa
3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)	
4. PROPOSED EFFECTIVE DATE July 1, 2002	

**TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:
 Element 4 to Attachment 4.16-A, pages 1 - 14

7. FEDERAL BUDGET IMPACT:

a. FFY	<u>02</u>	\$	<u>393</u>
b. FFY	<u>03</u>	\$	<u>496</u>

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):

Supplement 4 to Attachment 4.16-A
pages 1 - 14

10. SUBJECT OF AMENDMENT:

Renewal of agreement with the Child Health Specialty Clinics for assessment and care coordination for children applying for the HCBS Ill and Handicapped Waiver

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER AS SPECIFIED

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

Faxed 9/30/02 Mailed 9/30/02

16. RETURN TO:

Director
Department of Human Services
Hoover State Office Building
Des Moines, Iowa 50319-0114

23. REMARKS

**Rasmussen
Anderson**

INTERAGENCY AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF HUMAN SERVICES
AND
IOWA CHILD HEALTH SPECIALTY CLINICS

July 1, 2002
through
June 30, 2003

TN No. MS-02-26
Supersedes TN No. MS-01-38

Effective Date JUL 01 2002
Approval Date NOV 07 2002

IOWA DEPARTMENT OF HUMAN SERVICES

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "the Department") is the issuing agency for this Agreement. The Department's address is: Hoover State Office Building, Des Moines, Iowa 50319.
- B. The University of Iowa on behalf of Iowa Child Health Specialty Clinics (referred to in this document as CHSC) is the agreement entity, and is entering into this Agreement to provide the products and or services defined in 5.0. The address of the Iowa Child Health Specialty Clinic is: 100 Hawkins Drive, Room 247 CDD, Iowa City, Iowa 52242-1011.

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall be July 1, 2002 through June 30, 2003 unless terminated earlier in accordance with the Termination section of this Agreement.

3.0 DEFINITIONS.

The abbreviations "CHSC" for "Iowa Child Health Specialty Clinics", "DHS" for "Iowa Department of Human Services", and "HCBS-IH" for "Home and Community Based Services-III and Handicapped Waiver" will be used in this Agreement. The children under this Agreement will be HCBS-IH eligible children with complex special health care needs. These children have severe chronic illness, depend on technology assistance for daily life support or have complex health needs requiring many community services.

4.0 PURPOSE.

The parties have entered into this Agreement for the purpose of retaining Iowa Child Health Specialty Clinics to: define the responsibilities of the parties in assessment, planning and care coordination activities related to the recipients of Home and Community Based Services III and Handicapped (HCBS-IH) Waiver of the Iowa Medicaid Assistance Program. (Title XIX).

5.0 MUTUAL OBJECTIVE AND RESPECTIVE RESPONSIBILITIES.

The parties have entered into this Agreement for the purpose of defining the responsibilities of the parties hereto in assessment, planning, and care coordination activities related to the recipients of the Home and Community Based Services III and Handicapped (HCBS-IH) Waiver of the Iowa Medicaid Assistance Program (Title XIX).

CHSC shall provide the following services in accordance with the defined performance expectations as set forth below.

CHSC shall employ staff that can provide DHS with technical assistance and consultation regarding children, under the age of 21, with complex health care needs.

For recipients of the Title XIX Program who are children with complex special health care needs, a designated CHSC nurse consultant shall assist DHS as needed in the following:

1. Refer interested families to the HCBS-IH Waiver program and/or other DHS programs/persons.
 2. Explain the HCBS-IH Waiver program to families, e.g. income, resource and service eligibility and service components and activities.
 3. Assist parent(s) in completing the HCBS Assessment form.
 4. Provide information to DHS policy staff and service workers regarding client service needs, and review the health needs of each child with DHS service workers. Joint home visits by CHSC and DHS service workers shall be considered and arranged, pending the child's health needs and availability of CHSC and DHS service staff.
 5. Provide information to DHS, Iowa Foundation for Medical Care and other involved agencies when requested.
 6. Assist the family and the DHS in the identification of HCBS-IH Waiver service(s) and service provider(s).
 7. Facilitate communication between HCBS-IH Waiver client, family and providers of involved agencies.
 8. Provide resource and referral information, and refer child and family to appropriate services and be available for consultation/questions.
- A. For administration and quality assurance purposes of the HCBS-IH Waiver program related to Title XIX program children, designated CHSC staff shall assist DHS as needed or requested in the following:
1. Consult with DHS policy staff and social workers to determine if the provider qualifications and conditions of the HCBS-IH Waiver program, including services, are met.
 2. Serve as a liaison between the health care providers and the families to help obtain needed HCBS-IH Waiver services.
 3. Identify personnel and resources needed to provide the HCBS-IH Waiver services and help to assure the needed services are accessible and obtained.
 4. Participate as a health consultant at care conferences and assist the family or DHS service worker in developing and updating a coordinated plan of care for the HCBS-IH Waiver program child requiring such services.
 5. Provide input and consultation at the annual interdisciplinary team meeting for the HCBS-IH Waiver program child and assist DHS with the HCBS Reassessment form, as requested.

6. Serve on the HCBS-IH Waiver Advisory Committee; helping to review the IH Waiver rules and regulations, services, and other related issues.
 7. Work in collaboration with the Iowa Foundation for Medical Care, Disability Determination Services Bureau, Iowa Department of Public Health, Iowa Department of Education and other agencies that participate in the HCBS-IH Waiver program.
- C. DHS staff shall perform the following duties in accordance with responsibility for eligibility determination and service provision:
1. Determine financial eligibility of persons applying for HCBS-IH Waiver program using established DHS policies.
 2. Determine service eligibility according to the DHS service program policies. Review the recommendations for service needs from the CHSC designated staff when developing the plan of care.
 3. Assist eligible providers in enrolling as Medicaid providers.
 4. Assure the recipient freedom of choice of qualified HCBS-IH Waiver providers when the plan of care is being established.
 5. Assure that the recipient or representative signs the necessary forms to choose the HCBS-IH Waiver program over institutional care when the plan is established.
 6. Inform CHSC when eligible applicants are determined financially eligible for the HCBS-IH Waiver program. When DHS requests involvement of CHSC in a HCBS-IH Waiver client's case, DHS will contact, inform and update CHSC on the client's needs, and when appropriate schedule joint visits. The DHS shall inform CHSC when a child is no longer receiving services.
 7. Assure that a copy of the DHS plan of care is sent to the family and CHSC when developed or updated.
 8. Inform HCBS-IH Waiver program families on an annual basis what their child's level of care is.
 9. Review the annual HCBS-IH Waiver Reassessment form when revising the child's plan of care. Include input from CHSC in the plan of care when appropriate.
 10. Make available in writing to CHSC all rules and regulations with references to income, resource and service eligibility criteria and service components. Prior to implementing new rules, CHSC will be notified and consulted for input on changes that affect HCBS-IH Waiver children.
 11. Provide training to CHSC staff on site or by telephone conference within six weeks of a request from CHSC.

6.0 COMPENSATION.

The Agreement or will be paid for the services described in the Scope of Services section a fee not to exceed \$678,567 for the Agreement period to be paid quarterly.

- A. The Agreement or shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The Agreement Number shall be placed on all claims for payment. Claims shall be submitted to:

Sue Stairs
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation for approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than sixty (60) days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code Section 421.40.

7.0 DEFAULT AND TERMINATION.

A. Termination for Cause by the Department

1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Iowa Child Health Specialty Clinic in default of its obligations under this Agreement:
 - a. Failure to observe any condition or perform any obligation created by the Agreement; or
 - b. Failure to make substantial and timely progress toward performance of the Agreement; or
 - c. Failure of the Iowa Child Health Specialty Clinic's work product and services to conform with any specifications noted herein.

B. Termination upon Notice

Either party may terminate this Agreement, without penalty or incurring of further obligation, upon 60 days' written notice. The Iowa Child Health Specialty Clinic shall be entitled to compensation for services or goods provided prior to and including the termination date.

C. Termination Due to Lack of Funds or Change in Law by the Department

1. The Department shall have the right to terminate this Agreement without penalty by giving thirty (30) days' written notice to the Iowa Child Health Specialty Clinic as a result of any of the following:

- a. Adequate funds are not appropriated by the legislature to allow the Department to operate as required and to fulfill its obligations under this Agreement; or
 - b. Funds are de-appropriated, not allocated, or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; or
 - c. The Department's authorization to conduct business is withdrawn or there is a material alteration in the programs the Department administers; or
 - d. The Department's duties are substantially modified.
1. The Department will make reasonable efforts to secure funding in an effort to pay the Iowa Child Health Specialty Clinic under the terms of this Agreement. If any appropriation to cover the costs of this Agreement becomes available within 60 days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with the Iowa Child Health Specialty Clinic under the same terms as the original Agreement, provided the Iowa Child Health Specialty Clinic is still available to provide the services.
 2. In the event of termination of this Agreement due to lack of funds or change in law, the sole remedy of the Iowa Child Health Specialty Clinic shall be payment for services completed prior to termination.
- D. **Immediate Termination by the Department.** The following will be cause for immediate termination of the Agreement upon written notice by the Department:
1. In the event the Iowa Child Health Specialty Clinic is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;
 2. The Department determines that the actions, or failure to act, of the Iowa Child Health Specialty Clinic, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
 3. The Iowa Child Health Specialty Clinic fails to comply with confidentiality laws or provisions.
- E. **Insolvency or Bankruptcy.** In the event the Iowa Child Health Specialty Clinic ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of rights of creditors, the Department may, at its option, terminate this Agreement. In the event the Department elects to terminate the Agreement under this provision, it shall do so by sending written notice to the Iowa Child Health Specialty Clinic.
- F. **Delay or Impossibility of Performance.** Neither party shall be in default under this Agreement if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the Iowa Child Health Specialty Clinic shall not be excused from compliance with the terms and conditions of this Agreement.

G. Upon Expiration or Termination of this Agreement, the Iowa Child Health Specialty Clinic Shall:

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by Iowa Child Health Specialty Clinic under this Agreement to the Department or the Department's designee;
3. Protect and preserve property in the possession of the Iowa Child Health Specialty Clinic in which the Department has an interest;
4. Stop work under this Agreement on the date specified in any notice of termination provided by the Department;
5. Submit to the Department invoices substantiating all charges for work performed by Iowa Child Health Specialty Clinic prior to the effective date of expiration or termination;
6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement Agreement.

8.0 SUSPENSION AND DEBARMENT. The Iowa Child Health Specialty Clinic certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

9.0 LOBBYING RESTRICTIONS. The Iowa Child Health Specialty Clinic shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.0 TOBACCO SMOKE.

- A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- B. Iowa Child Health Specialty Clinic certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

11.0 AGREEMENT ADMINISTRATION.

- A. Independent Contractor.** The status of the Iowa Child Health Specialty Clinic, and all subcontractors, shall be that of an independent Contractor. The Department shall not provide the Iowa Child Health Specialty Clinic with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the Iowa Child Health Specialty Clinic nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave. Neither the Iowa Child Health Specialty Clinic nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department shall not withhold taxes on behalf of the Iowa Child Health Specialty Clinic (unless required by law). The Iowa Child Health Specialty Clinic shall be responsible for payment of all taxes, fees and charges when due.
- B. Compliance with Equal Employment and Affirmative Action Provisions.** The Iowa Child Health Specialty Clinic shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Iowa Child Health Specialty Clinic, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Iowa Child Health Specialty Clinic shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- C. Compliance with Laws and Regulations.** The Iowa Child Health Specialty Clinic, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The Iowa Child Health Specialty Clinic, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- D. Authorization.** Each party to this Agreement represents and warrants to the other that:
1. It has the right, power and authority to enter into and perform its obligations under this Agreement.
 2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- E. Successors in Interest.** All terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- F. Cumulative Rights.** The various rights, powers, options, elections and remedies of either party provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
- G. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

- H. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Agreement.
- I. **Choice of Law and Forum.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in an appropriate Iowa forum.
- J. **Use of Third Parties.** The Department acknowledges that the Iowa Child Health Specialty Clinic may contract with third parties for the performance of any of the Iowa Child Health Specialty Clinic's obligations under this Agreement. All subcontracts shall be subject to prior approval by the Department. The Iowa Child Health Specialty Clinic may enter into these contracts to complete the project provided that the Iowa Child Health Specialty Clinic remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Iowa Child Health Specialty Clinic under this Agreement shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- K. **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. This Agreement is intended only to benefit the Department and the Iowa Child Health Specialty Clinic.
- L. **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind of agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement. If the Iowa Child Health Specialty Clinic is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.
- M. **Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department. For purposes of construing this clause, a transfer of a controlling interest in the Iowa Child Health Specialty Clinic shall be considered an assignment.
- N. **Solicitation.** The Iowa Child Health Specialty Clinic warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- O. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- P. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Q. **Confidentiality.** Information of the Department that identifies clients and services is confidential. The Iowa Child Health Specialty Clinic and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to this Agreement. Iowa Child Health Specialty Clinic shall not use confidential information for any purpose other than carrying out

Iowa Child Health Specialty Clinic's obligations under this Agreement. The Iowa Child Health Specialty Clinic shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Iowa Child Health Specialty Clinic may be held civilly or criminally liable for improper disclosure. Iowa Child Health Specialty Clinic shall promptly notify the Department of any request for disclosure of confidential information received by the Iowa Child Health Specialty Clinic.

- R. **Records Retention and Access.** The Iowa Child Health Specialty Clinic shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least [five] years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The Iowa Child Health Specialty Clinic shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Iowa Child Health Specialty Clinic relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.
- S. **Express Warranties.** The Iowa Child Health Specialty Clinic expressly warrants, within the standards of care used within the industry, all aspects of the goods and services provided or used by it in the performance of this Agreement.
- T. **Replacement of Iowa Child Health Specialty Clinic's Staff.** DELETED
- U. **Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- V. **Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.
- W. **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Agreements or Agreements between the Department and the Iowa Child Health Specialty Clinic for services and products provided in connection with this Agreement.
- X. **United States Department of Health and Human Services (HHS) Contingency.** This Agreement is subject to approval, review, and modification of the HHS.
- Y. **Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- Z. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Iowa Child Health Specialty Clinic, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- AA. **Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Department and the Iowa Child Health Specialty Clinic incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or

TN No. MS-02-26
Supersedes TN No. MS-01-38

Effective Date
Approval Date

JUL 01 2002
NOV 07 2002

conclusion of this Agreement.

- AB. **Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of RECEIPT which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:

Contact Parties

If to Agency:

Department of Human Services
Attn: Sue Stairs
Bureau of Long Term Care
Hoover State Office Building
Des Moines, IA 50319

If to CHSC:

Child Health Specialty Clinics
Attn: Brian Wilkes
Health and Disease Management
100 Hawkins Drive #247 CDD
Iowa City, IA 52242

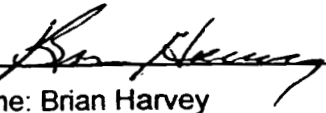
Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have cause their duly authorized representatives to execute this Agreement. This Agreement supercedes any previous agreements entered into between the parties.

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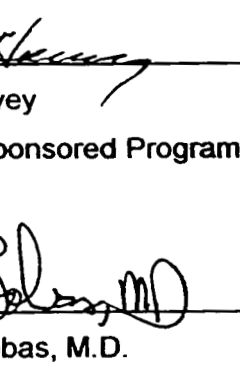
Effective Date JUL 01 2002
Approval Date NOV 07 2002

The University of Iowa on behalf of:
CHILD HEALTH SPECIALTY CLINICS

By: 
Name: Brian Harvey

Date: 8-27-02

Title: Director, Sponsored Programs

By: 
Name: Jeffrey Lobas, M.D.

Date: Aug. 26, 2002

Title: Director, Child Health Specialty Clinics

Federal Tax Identification Number: 42-6004813

State of Iowa, The Department of Human Services

By: 

Date: 7-16-02

Name: Jessie K. Rassmussen

Title: Director

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JUL 01 2002
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IH WAIVER PROGRAM July 1, 2002 - June 30, 2002				
	TOTAL	25% DHS MATCH	75% FED MAC	CHSC MATCH
Program Associate	13,832	3,458	10,374	
(.25 FTE) BW-Iowa City		0	0	
ARNP	18,851	4,713	14,138	
(.30 FTE) JA-Council Bluffs		0	0	
ARNP	12,830	3,208	9,623	
(.20 FTE) JS-Waterloo		0	0	
ARNP	13,720	3,430	10,290	
(.25 FTE) BM-Iowa City		0	0	
ANP	43,240	10,810	32,430	
(.75 FTE) KB-Iowa City		0	0	
Staff Nurse II	13,629	3,407	10,222	
(.30 FTE) LH -Iowa City		0	0	
Staff Nurse II	14,399	3,600	10,799	
(.30 FTE) JB-Sioux City		0	0	
Staff Nurse II	32,698	8,174	24,524	
(.72 FTE) RE-Des Moines		0	0	
Staff Nurse II	31,087	7,772	23,315	
(.75 FTE) KT-Iowa City		0	0	
Staff Nurse I	32,186	8,047	24,140	
(.75 FTE) LJ-Des Moines		0	0	
ARNP	20,807	5,202	15,605	
(.30 FTE) CJ-Ottumwa		0	0	
Staff Nurse II	12,580	3,145	9,435	
(.30 FTE) LP-Spencer		0	0	
Nurse Clinician Spc	19,544	4,886	14,658	
(.40 FTE) SG -Carroll		0	0	
Staff Nurse II	30,712	7,678	23,034	
(.75 FTE) NB -Des Moines		0	0	
Program Assistant	38,250	9,563	28,688	
(.75 FTE) SM-Iowa City		0	0	
Secretary II	19,920	4,980	14,940	
(.60 FTE) TH-Iowa City		0	0	
Secretary II	8,908	2,227	6,681	
(.35 FTE) BH-Des Moines				
Staff Nurse II	5,723	1,431	4,292	
(.10 FTE) MF-Dubuque				
Staff Nurse II	32,186	8,047	24,140	
(.75 FTE) tba - Regional				
ARNP	2,905	726	2,179	
(.05 FTE) KE - Ft. Dodge		0	0	
ARNP	6,276	1,569	4,707	
(.10 FTE) BW - Spencer		0	0	

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[illegible]